



**Embassy of the United States of America
Dar es Salaam, Tanzania**

March 3, 2016

MSGQ Kitchen Cabinet Replacement.

DESCRIPTION/SPECIFICATIONS STATEMENT OF WORK

1 CHARACTER AND SCOPE OF WORK

The Contractor shall furnish and supply all materials required by this scope of work.

2 SURVEY

- a. The contractor should survey the property and verify the work required against the task order before beginning work, to determine if any discrepancies exist. The contractor shall be responsible for any errors, which might have been avoided by such a survey/review. The contractor shall immediately report any discrepancies to the COR (contracting officer's representative) or the Contracting Officer and shall not begin work until such matters are resolved. If the contractor would like to arrange a site visit and/or review the requirements of this scope of work call Mr. John Rexford – The Facilities Manager to set up an appointment.
- b. The contract will be a firm fixed price contract payable entirely in the currency indicated on the submitted quote. No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this contract. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rates. Changes in the contract price or time to complete will be made only due to changes made by the Government in the work to be performed, or by delays caused by the Government.

4. GENERAL

- (a) Remove existing dilapidated kitchen cabinet and prepare the area for new fix. All material and construction debris, etc. to be disposed as per the COR's instructions.
- (b) Construct a masonry block work plinth to receive new kitchen cabinet. The plinth shall be 90mm thick x 600mm wide with steel float finish.

- (c) Supply and install new hardwood timber low level kitchen cabinet as existing and as shown on the attached sketch complete with all ironmongery and fixings. The contractor to submit detailed sketch of the proposed cabinet after confirming the actual dimensions on site, for approval prior to fabrication.
- (d) The above low level cabinet will carry 20mm thick granite worktop and skirting upstand of 100mm all along the worktop. The contractor to supply the samples of the granite to choose from.
- (e) Plumbing works – disconnect all existing plumbing and refit as existing with new valves, fittings and clean all accessories to be reused as the existing kitchen sink and waste fittings plus heaters.
- (f) Electrical works – relocation of power receptacles and connections to existing equipment will be done by Embassy maintenance team.
- (g) The contractor shall sand wipe, clean and apply minimum of 1 coat of emulsion paint as undercoat and minimum of 2 coats of Wash n wear quality matt finish paint to the kitchen walls. Color to be as selected.
- (h) The contractor shall sand and apply minimum of 2 coats of Ron seal Walnut stain to all hard wood joinery works.
- (i) The contractor shall specifically list all equipment, services and/or materials that the contractor will not provide as a part of this project.
- (j) The contractor is responsible for any damage, theft or loss caused by him &/or his team at the work site
- (k) The contractor shall ensure that the work site is cleaned up everyday and free of safety hazards as a result of the contractor's action or inaction.
- (l) The contractor shall be responsible for safeguarding all U.S. government property which he, or his employees, come into contact with during the work period.
- (m) The contractor shall provide a one-year guarantee in writing covering parts and labor on work. The contractor at no additional cost to the U.S. Government shall correct any damage or faults occurring during the guarantee period.
- (n) Changes to the scope of work or schedule may only be approved by the American Embassy contracting officer or his representative and must be in writing.

5. ACCEPTANCE OF SCHEDULE

Within five (5) days of contract award the contractor shall submit a project schedule. This schedule shall be in the form of a Gantt chart or similar. The schedule shall clearly outline each of the major tasks to be completed and shall show specific benchmark dates on when each task will be completed. When the Government has accepted any time schedule, it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not (1) extend the completion date or obligate the Government to do so, (2) constitute acceptance or approval of any delay, nor (3) excuse the Contractor from

or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

6. NOTICE OF DELAY

In the event the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in completion of the project after the completion date, the Contractor shall notify the Contracting Officer of the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. Such notice shall be given promptly, and not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer.

7. LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of one percent of the contract value for each calendar day of delay.

8. WORKING HOURS

All work shall be performed Monday through Thursday 7:30 to 17:00 except for local and American public holidays. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 48 hours in advance to COR who will consider any deviation from the hours identified above.

9. EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include (1) acts of God or of the public enemy, (2) acts of the United States Government in either its sovereign or contractual capacity, (3) acts of the government of the host country in its sovereign capacity, (4) acts of another contractor in the performance of a contract with the Government, (5) fires, (6) floods, (7) epidemics, (8) quarantine restrictions, (9) strikes, (10) freight embargoes, (11) delays in delivery of Government furnished equipment and (12) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against, (2) cannot be overcome by reasonable efforts to reschedule the work, and (3) directly and materially affects the date of final completion of the project.

10. Billing Instructions

- (a) When submitting an invoice include the Government's Purchase Order number on your invoice.
- (b) If VAT is being charged clearly identify VAT as a separate line item.
- (c) Provide clear and precise payment instructions.